

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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**BUILDING SERVICE 32BJ HEALTH  
FUND, BUILDING SERVICE 32BJ  
LEGAL SERVICES FUND, BUILDING  
SERVICE 32BJ THOMAS SHORTMAN  
TRAINING, SCHOLARSHIP AND  
SAFETY FUND,**

Docket No. 08 CV 1083 (CLB)(LMS)

Plaintiffs,

-against-

ANSWER

**A&A MAINTENANCE ENTERPRISE,  
INC. d/b/a A&A MAINTENANCE,**

Defendant.

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Defendant, **A&A MAINTENANCE ENTERPRISE, INC., d/b/a A&A MAINTENANCE** (“A&A”) by and through its attorneys, **MILMAN LABUDA LAW GROUP, PLLC**, hereby answers the Complaint of Plaintiffs, **BUILDING SERVICE 32BJ HEALTH FUND, BUILDING SERVICE 32BJ LEGAL SERVICES FUND, BUILDING SERVICE 32BJ THOMAS SHORTMAN TRAINING, SCHOLARSHIP AND SAFETY FUND** (“Funds”), as follows:

1. The allegations set forth in paragraph number 1 of the Complaint merely describe the nature of the action. As such, no response is required or made.
2. The assertions contained in paragraphs numbered 19, 26 and 33 of the Complaint merely state the relief sought in this action. As such, no response is required or made.
3. Defendant hereby admits the truth of the allegations contained in paragraphs numbered 2, 3, 4, 5, 6, 13, 15, 17, 21 and 28 of the Complaint.

4. Defendant hereby denies the truth of the allegations contained in paragraphs numbered 8, 9, 10, 11, 14, 15, 16, 18, 19, 22, 23, 24, 25, 29, 30, 31 and 32 of the Complaint.

**AS AND FOR A FIRST AFFIRMATIVE DEFENSE**

5. With respect to all causes of action contained in the Complaint, Plaintiff fails to state a cause of action upon which relief may be granted.

**AS AND FOR A SECOND AFFIRMATIVE DEFENSE**

6. With respect to all causes of action contained in the Complaint, Defendant has made full payment.

**AS AND FOR A THIRD AFFIRMATIVE DEFENSE**

7. With respect to all causes of action contained in the Complaint, Defendant has agreed to allow Plaintiffs to conduct a full and complete inspection of its books and records.

**AS AND FOR A FOURTH AFFIRMATIVE DEFENSE**

8. With respect to all causes of action contained in the Complaint, Plaintiffs have failed to establish their entitlement to injunctive relief: to wit

- (A) Plaintiffs have failed to demonstrate a likelihood of success on the merits;
- (B) Plaintiffs have failed to establish the likelihood of irreparable harm; and
- (C) Plaintiffs have failed to demonstrate the absence of an adequate remedy at law.

**WHEREFORE**, for all of the reasons set forth above, Defendant, **A&A MAINTENANCE ENTERPRISE, INC., d/b/a A&A MAINTENANCE** respectfully

prays for an Order dismissing the Complaint of the Plaintiffs, **BUILDING SERVICE 32BJ HEALTH FUND, BUILDING SERVICE 32BJ LEGAL SERVICES FUND, BUILDING SERVICE 32BJ THOMAS SHORTMAN TRAINING, SCHOLARSHIP AND SAFETY FUND**, and each and every part thereof, for the costs and disbursements of the action, including reasonable attorney's fees, and for such other and further relief as to the Honorable Court may seem just and proper.

Dated: Lake Success, NY  
April 7, 2008

/s/  
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